

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

**FILED**

OCT 14 2015

Phil Lombardi, Clerk  
U.S. DISTRICT COURT

1. GLOBAL ONE ENGINEERING, LLC, )  
a Colorado limited liability company )  
Plaintiff, )  
vs. )  
2. SITEMASTER, INC., )  
an Oklahoma for profit corporation, )  
Defendant, )

**15 CV - 583 CVE - FHM**  
Case No.

**JURY TRIAL DEMANDED**

**COMPLAINT**

Global One Engineering, LLC (hereinafter referred to as "Global One") for its Complaint against SiteMaster, Inc. (hereinafter referred to as "SiteMaster"), alleges and states as follows:

**JURISDICTION AND VENUE**

1. Global One is a Colorado limited liability company with its principal place of business and state of formation in the State of Colorado.

2. SiteMaster is an Oklahoma for profit corporation with its state of incorporation and principal place of business located in the City of Tulsa, Tulsa County, State of Oklahoma.

3. This Complaint alleges that SiteMaster failed, refused, and neglected to pay amounts due under a contract between the two parties in connection with labor and services provided by Global One in an amount exceeding \$75,000.00.

4. Jurisdiction lays in this Court under 28 U.S.C. § 1332, because the parties are completely diverse with respect to citizenship and the amount in controversy exceeds \$75,000.00, exclusive of costs, interest, and attorney's fees.

5. Venue is proper in this Court under 28 U.S.C. § 1391, because Defendant's principal office and registered agent are both located in Tulsa, Oklahoma.

*[Handwritten signature]*

### FACTS

6. Global One is a company engaged in the business of maintenance, repair, and painting of telecommunication and radio towers, specializing in tall towers. SiteMaster was the contractor under a United States Navy contract referred to by the project name “827 Foot Tower Maintenance Repair” of a naval radio transmitting facility located near Niscemi, on the island of Sicily, in the Mediterranean Sea.

7. In order to perform the services with respect to the 827 Foot Tower Maintenance Repair in Sicily, SiteMaster entered into a contract with Global One to perform the painting of the existing tower in order to satisfy the requirements of its contract with the United States Navy. However, all contract direction, administration, and payment terms were strictly between SiteMaster and Global One and Global One had no relationship with the United States Navy.

8. Global One was not provided a copy of SiteMaster’s United States Navy contract nor was it a “flow-through” subcontractor under the Navy contract. Therefore, the only contractual relationship of Global One was with SiteMaster.

9. The contract which is the subject of this Complaint was entered into in April of 2015 and, under the direction of SiteMaster, Global One deployed personnel and equipment to the island of Sicily and began performing work under the contract in the summer of 2015.

10. Almost from the first day of work by Global One, and throughout the period of time that Global One was working in accordance with the terms of the SiteMaster contract, SiteMaster made numerous changes, modifications, and alterations to the scope of work, the manner in which the scope of work was to be performed, and was responsible for numerous delays on the contract above and beyond delays occasioned by weather conditions. At all times, Global One performed under the terms of the SiteMaster contract as changed, modified, or directed by SiteMaster.

11. Because of the numerous changes and additions to the scope of work required by SiteMaster, and work delays, and while Global One performed in accordance with those changes,

modifications, delays, and directions of SiteMaster, Global One was directed by SiteMaster to cease its operations in Sicily in September, 2015, not having been able to completely conclude the painting required of the 827 Foot Tower Maintenance Repair, although expressing a willingness and ability to do so if provided additional time. Nevertheless, SiteMaster directed Global One to demobilize its operation in Sicily and return to the United States and now claims that a replacement contractor will have to finish the work on the 827 Foot Tower Maintenance Repair.

12. Global One has submitted various invoices in accordance with the terms and provisions of its contract with SiteMaster, as acknowledged and agreed to by SiteMaster, totaling in excess of \$300,000.00. SiteMaster, however, has indicated that, despite its earlier admissions that the amounts of money on the subject invoices were due and owing to Global One, it will not be paying the invoices because it expects that the replacement contractor which will be completing the project will cost SiteMaster too much money for SiteMaster to make a profit on its contract with the Navy, and, therefore, intends to pay nothing to Global One.

#### **BREACH OF CONTRACT FOR LABOR AND SERVICES**

13. Global One incorporates by reference all prior allegations and facts stated in this Complaint.


14. SiteMaster has breached its contract with Global One for the provision of labor and services in connection with the repainting of the 827 Foot Tower Maintenance Repair in Niscemi, on the island of Sicily, in an amount exceeding \$300,000.00, as reflected on the invoices submitted pursuant to the contract between the parties hereto.

15. In connection with the contract entered into between the parties, as well as the provisions of Okla. Stat. tit 12 § 936, Global One is entitled to recover its costs and attorney's fees in connection with this matter.

**PRAYER FOR RELIEF**

WHEREFORE, in light of the foregoing allegations, Global One demands that judgment be entered in its favor and against SiteMaster for the full amount of all outstanding invoices due and owing by SiteMaster to Global One; that Global One recover its costs and attorney's fees in connection with this matter; and that Global One be awarded such other and further relief as the Court deems just and equitable.

Respectfully submitted,

  
/s/ James P. McCann

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